

**SUPPLEMENTAL TESTIMONY OF**

**MICHAEL L. SEAMAN-HUYNH**

**ON BEHALF OF**

**THE SOUTH CAROLINA OFFICE OF REGULATORY STAFF**

**DOCKET NO. 2020-125-E**

**IN RE: APPLICATION OF DOMINION ENERGY SOUTH CAROLINA,**

**INCORPORATED FOR ADJUSTMENTS OF RATES AND CHARGES**

**Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND OCCUPATION.**

**A.** My name is Michael Seaman-Huynh. My business address is 1401 Main Street, Suite 900, Columbia, South Carolina 29201. I am employed by the State of South Carolina as Deputy Director of Energy Operations at the Office of Regulatory Staff (“ORS”).

**Q. DID YOU FILE DIRECT TESTIMONY AND EXHIBITS IN THIS PROCEEDING?**

**A.** Yes. I filed Direct Testimony and six (6) exhibits with the Public Service Commission of South Carolina (“Commission”) on November 10, 2020 regarding the Application of Dominion Energy South Carolina, Incorporated (“DESC” or “Company”) for Adjustments in Electric Rate Schedules and Tariffs. I also filed Surrebuttal Testimony and three (3) exhibits with the Commission on December 17, 2020.

**Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL TESTIMONY IN THIS PROCEEDING?**

**A.** The purpose of my Supplemental Testimony is to respond to the modifications to the Company’s General Terms and Conditions offered by Witness Rooks in his Supplemental Testimony filed with the Commission on December 16, 2020. DESC proposes to add Section V.D Company Responsibility:

**D. Company Responsibility**

Consistent with South Carolina’s Uniform Contribution Among Tortfeasors Act, S.C. Code Ann. § 15-38-10 et seq., nothing in Sections V.A, V.B, or V.C should be construed to limit the Company’s responsibility for injury or damage to persons or property resulting from the negligence of the Company or require the Customer to indemnify the Company for injury or damage resulting from the negligence of the Company.<sup>1</sup>

According to DESC witness Rooks, “The proposed revisions to Section V. of the General Terms and Conditions are needed to avoid customer confusion, and this clarification will clearly articulate customer responsibility independent of the actions of the Company.”<sup>2</sup> However, DESC offers no data to support the substantial modifications proposed by the Company to its General Terms and Conditions. DESC provides no examples of customer confusion that have occurred with the currently approved language in its Terms and Conditions, nor does the Company provide an explanation of how DESC’s proposed modifications “...bring the necessary clarity to the customer for understanding where Company responsibility ends, and customer responsibility begins.”<sup>3</sup>

The revisions to Section V. Company’s Liability are not easily understood and could cause customer confusion. It is likely DESC customers may not understand how the proposed General Terms and Conditions in Section V. impact them without the assistance of legal counsel to interpret the meaning of Section V.. ORS maintains its position that the substantial modifications DESC proposes to Section V. of the General Terms and Conditions have the potential to impose a harmful and unfair burden on customers. Therefore, ORS continues to recommend that the modifications requested by DESC to Section V. Company’s Liability be denied.

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<sup>1</sup> Exhibit No. AWR-6.

<sup>2</sup> Supplemental Testimony of Allen W. Rooks, page 2, lines 6-8.

<sup>3</sup> Supplemental Testimony of Allen W. Rooks, page 2, lines 10-12.

1 **Q. WILL YOU UPDATE YOUR SUPPLEMENTAL TESTIMONY BASED ON**  
2 **INFORMATION THAT BECOMES AVAILABLE?**

3 **A.** Yes. ORS reserves the right to revise its recommendations via additional  
4 Supplemental Testimony should new information not previously provided by the  
5 Company, or other sources become available.

6 **Q. DOES THIS CONCLUDE YOUR SUPPLEMENTAL TESTIMONY?**

7 **A.** Yes, it does.